



COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

October 08, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 October 8, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

TREASURER AND TAX COLLECTOR:
RECOMMENDATION TO APPROVE AMENDMENT NUMBER THREE TO EXTEND AGREEMENT
NUMBER 75985 WITH WAUSAU FINANCIAL SYSTEMS, INC. FOR REMITTANCE PROCESSING
AND DOCUMENT MANAGEMENT SYSTEM MAINTENANCE AND SUPPORT
(ALL DISTRICTS - 3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()

SUBJECT

The recommended action is to approve Amendment Number Three to Agreement Number 75985 with the current Contractor, Wausau Financial Systems, Inc. (Wausau), to: (a) increase the maximum County of Los Angeles (County) obligation under Agreement Number 75985 by \$1,758,586 to \$5,326,124; (b) extend the current term of the maintenance, support, and professional services agreement for the Remittance Processing and Document Management System (System); and (c) provide funding for necessary upgrades to the System.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign Amendment Number Three to Agreement Number 75985 with Wausau to extend the Agreement for one year through January 31, 2015, and an additional four optional one-year renewal periods, and to increase the maximum County obligation under the Agreement by \$1,758,586 to \$5,326,124 to be used to: (a) upgrade the System, and (b)

obtain further maintenance, support, and professional services through the one-year extension period.

2. Delegate authority to the Treasurer and Tax Collector (TTC) or his designee to execute amendments to the Agreement that: (a) extend the term of the Agreement for each of the four optional one-year renewal periods provided for in the Agreement, and (b) make necessary modifications to the Agreement in connection with each such extension, provided that such amendments do not increase the maximum County obligation under the Agreement by more than \$375,000 for each renewal period. In the event a particular renewal period exceeds such maximum allowable amount, the TTC shall request Board approval for any additional funding.

3. Delegate authority to the TTC to negotiate and/or execute amendments to existing escrow agreements for source code and/or replacement escrow agreements for source code and pay fees under such agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The System was implemented in August 2000 and is currently processing five million remittance payments per year, totaling approximately \$14 billion, for various accounts receivable applications, including property tax. The System consists of software and hardware purchased from Wausau under predecessor Agreement Number 72748. The software supports the remittance workflow which reads and images stubs and checks and applies technology to read check amounts via Courtesy Amount Recognition, Legal Amount Recognition, and Optical Character Recognition. The System produces daily reports and deposit files for four major banks.

On December 19, 2006, your Board approved a Sole Source successor, Agreement Number 75985 (Agreement) with Wausau, extending services for an additional four years, commencing on February 1, 2007, through January 31, 2011, with a three-year extension and increasing the maximum Agreement sum to obtain further maintenance, support, and professional services with respect to the System. The Agreement is set to expire on January 31, 2014.

In planning for the future replacement of the System, the TTC requested the establishment of a designation in the Fiscal Year (FY) 2008-09 Proposed Budget. However, the Chief Executive Office (CEO) denied the request, due to the economic downturn and the overall state of the County's budget. Since that time, the TTC's budget has been cut significantly (greater than 30 percent), and the TTC currently lacks the necessary fiscal resources to fund a replacement system that is estimated to cost between \$8 million and \$10 million. Upgrading versus replacing the System proved to be a successful and cost-effective measure in the past and is again a viable solution.

The TTC utilized all available renewal options under the existing Sole Source Agreement and is seeking a new term extension. Amendment Number Three (Attachment III) extends the term of the Agreement for one year with four optional one-year renewal periods, for a total possible extension of five years through January 31, 2019, and increases the maximum County obligation under the Agreement by \$1,758,586 to \$5,326,124. The increase will be used as follows: (a) \$1,231,524 to upgrade the System, (b) \$302,062 to obtain further maintenance, support, and professional services for the System for the one-year extension period, and (c) \$225,000 to the pool of dollars available under the Agreement for additional services/System components.

The consequences of not continuing to maintain and upgrade the current System are very

significant. The depositing of monies would slow, thereby decreasing available cash balances and interest earnings. The posting of payments to the appropriate accounts receivable systems would also slow, thereby impacting the ability of the TTC and the other departments to respond to constituent inquiries timely. As well, the TTC's comprehensive system of internal controls to prevent theft or misuse of funds would be compromised.

The upgrade to the System will be effectuated through change notices executed by the TTC and approved by the Chief Information Office (CIO) and County Counsel, using delegated authority granted by your Board under the Agreement. The upgrade to the System will provide for replacement of existing software and hardware that will no longer be supported by the manufacturer to ensure that the System is compliant and fully operational through January 31, 2019.

This upgrade will ensure the viability and functionality of the current System, allow the time necessary to evaluate all replacement options, conduct a competitive solicitation, and identify and set aside the necessary financial resources. To this end, the TTC has worked with the CEO to establish an ongoing Designation Fund for a System replacement to be funded over a three-year period beginning with the TTC's FY 2012-13 ending fund balance. The successful implementation of a new System is contingent upon the TTC's ability to save enough funding for a replacement System during this extension period.

Implementation of Strategic Plan Goals

Implementation of the upgraded System will meet the County's Strategic Plan Goals of Organizational Effectiveness (Goal 1) by providing for an effective Remittance Processing System and Fiscal Sustainability (Goal 2) by leveraging information technology resources to sustain efficient County operations.

FISCAL IMPACT/FINANCING

The maximum obligation of Amendment Number Three is \$1,758,586 and is included in the TTC's FY 2013-14 Adopted Budget. The funds for the upgrade, \$1,231,524, will initially be allocated to the pool of dollars available under the Agreement for additional services/System components. Additionally, \$225,000 will be allocated to the pool of dollars to be available for the extension periods for additional services/System components. Maintenance for the first year of the extension is \$302,062.

Wausau has agreed to extend to the County a two percent multi-year discount for maintenance services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CIO concurs with TTC's recommendation. The CIO's Analysis is attached as Attachment I.

In accordance with your Board's Policy Number 5.100, Sole Source Contracts, the Sole Source Checklist is attached as Attachment II. The Notice of Intent to negotiate a Sole Source Agreement extension was delivered to your Board on July 30, 2013.

Amendment Number Three (Attachment III) has been reviewed and approved as to form by County

Counsel.

The Agreement contains all Board required and legally required provisions.

The Agreement/project is included in the TTC's Business Automation Plan for FY 2013-14.

CONTRACTING PROCESS

This is a Sole Source Agreement extension with Wausau, which is the current contractor. The System was implemented in August 2000 after a competitive solicitation, and consists of software that is proprietary to Wausau and hardware that was purchased under the predecessor Agreement Number 72748 from Wausau. Therefore, Wausau is the only contractor that can provide comprehensive maintenance, support, and professional services for this System. Additionally, Wausau is qualified to provide these services due to Wausau's knowledge of the County's business operations and the intricacies of maintaining the System.

A new/replacement System is estimated to cost between \$8 million and \$10 million. Given budget curtailments in excess of 30 percent over the last five years, the TTC does not currently have the resources to purchase a new System. Upgrading versus replacing the System proved to be a successful and cost-effective measure in the past and is again a viable solution. In addition, a new contractor(s), unfamiliar with TTC's business operations and requirements, would experience an extensive learning curve, which could negatively impact the TTC's current operation and ability to process payments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will provide for continuation of the Remittance Processing services that the TTC is currently providing.

The upgrade implementation will take place during off-peak hours between critical processing jobs to mitigate any transition issues and to ensure that the System testing causes minimal or no disruption to the TTC's operations. Implementation of the upgrade to the System will ensure uninterrupted hardware and software maintenance and support services for the System for the term of the Agreement.

CONCLUSION

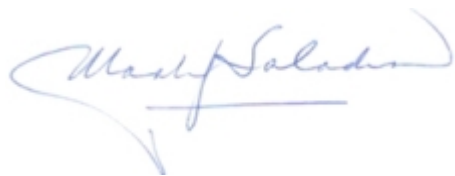
Instruct the Executive Officer-Clerk of the Board to return two signed originals of Amendment Number Three to Agreement Number 75985 and one adopted stamped Board letter to the TTC.

The Honorable Board of Supervisors

10/8/2013

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Respectfully submitted,



MARK J. SALADINO

Treasurer and Tax Collector



RICHARD SANCHEZ

Chief Information Officer

MJS:JK:SDP

EVT:MVA:VMA:lc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chief Information Officer



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:

CA 13-19

DATE:

9/12/2013

SUBJECT:

RECOMMENDATION TO APPROVE AMENDMENT NUMBER THREE TO EXTEND AGREEMENT NUMBER 75985 WITH WAUSAU FINANCIAL SYSTEMS, INC. FOR REMITTANCE PROCESSING AND DOCUMENT MANAGEMENT SYSTEM MAINTENANCE AND SUPPORT

RECOMMENDATION:

☒ Approve☐ Approve with Modification☐ Disapprove

CONTRACT TYPE:

☐ New Contract☒ Sole Source☒ Amendment to Agreement #: 75985☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software☒ Hardware☐ Telecommunications☒ Professional Services

SUMMARY:

Department Executive Sponsor: Mark J. Saladino, Treasurer and Tax Collector

Description: The Treasurer and Tax Collector (TTC) is requesting approval of Amendment Number Three to an existing Sole Source Agreement No. 75985 with the current Contractor, Wausau Financial Systems (Wausau) to: 1) increase the contract sum by \$1,758,586 for a system upgrade, maintenance fees for one year and pool dollars for additional services; and 2) provide four 1-year optional extensions.

Contract Amount: \$5,326,124

Funding Source: FY 2013-14 Adopted Budget

☐ Legislative or Regulatory Mandate☐ Subvened/Grant Funded: Enter %

**Strategic and
Business Analysis**


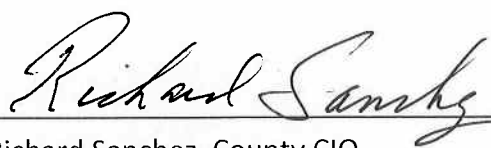
PROJECT GOALS AND OBJECTIVES:

This Amendment will allow for an upgrade to the existing Remittance Processing and Document Management System (RPS) and provide maintenance support services while TTC pursues a solicitation for a replacement system.

BUSINESS DRIVERS:

RPS processes five million remittance payments annually, totaling \$14 billion, for various account receivable applications, including property tax. Microsoft will discontinue supporting the current software platform in 2014. This upgrade is required to migrate RPS to the current supported software versions to avoid a lapse in maintenance and support coverage that could disrupt TTC remittance processing operations.

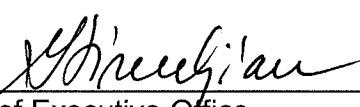
	<p>PROJECT ORGANIZATION:</p> <p>The upgrade will be managed by TTC's IT organization under the direction of Ron Moskowitz, Chief Information Officer, TTC.</p> <hr/> <p>PERFORMANCE METRICS:</p> <p>All work to be performed by the Contractor will be defined in Work Orders with defined tasks and deliverables, and requiring approvals by TTC, CIO, and County Counsel.</p> <hr/> <p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>The RPS upgrade supports County's Strategic Plan Goal 1 – Organizational Effectiveness and Goal 2 – Fiscal Sustainability.</p> <hr/> <p>PROJECT APPROACH:</p> <p>Wausau will be responsible for providing the software licenses and professional services to perform the RPS upgrade. The terms and service levels for ongoing maintenance and support remain unchanged.</p> <hr/> <p>ALTERNATIVES ANALYZED:</p> <p>TTC will be pursuing a solicitation for a replacement system starting in December 2013. The proposed Amendment will include four one-year optional extensions to provide sufficient coverage for TTC to complete the solicitation.</p>
Technical Analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The proposed Amendment Three is for Wausau to provide TTC with continued maintenance and support services, including periodic upgrades and professional services to accommodate business needs. The Wausau managed solution includes:</p> <ul style="list-style-type: none"> - Windows-based client application software, ImageRPS; - Database server and third-party software, i.e., Reformatter, Optima IMS; - Customized software, e.g., integration with Active Directory and Mavro Custom Module; and - Specialized equipment for high-speed image capture and remittance processing.

Financial Analysis	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <p>Hardware..... \$ 351,590</p> <p>Software \$ 151,685</p> <p>Services \$ 728,249</p> <p>Ongoing annual costs:</p> <p>Services..... \$ 527,062</p> <p>Sub-total Amendment Costs: \$1,758,586</p> <p>Other County costs:</p> <p>Existing contract costs:</p> <p>Services (Contractor)..... \$ 3,567,538</p> <p>Total one-time costs:..... \$ 1,231,524</p> <p>Total ongoing annual costs: .. \$ 4,094,600</p> <p>Total Contract Cost: \$ 5,326,124</p>
Risk Analysis	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. There is minimal risk associated with this Amendment, since TTC has been using Wausau maintenance and support services since June 6, 2000. 2. Wausau will be wholly responsible for the successful upgrade of their managed hardware and software to be verified with user acceptance testing by TTC. <p>The Chief Information Security Officer (CISO) reviewed the Amendment and did not identify any IT security or privacy related issues.</p>
CIO Approval	<p>PREPARED BY:</p> <p></p> <p>Peter Loo, Chief Deputy CIO</p> <p>Date <u>9/20/13</u></p> <p>APPROVED:</p> <p></p> <p>Richard Sanchez, County CIO</p> <p>Date <u>9-20-13</u></p>

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

SOLE SOURCE CHECKLIST

*Please refer to Board Policy #5.100, Sole Source Contracts, for further reference

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
✓	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
✓	➤ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	➤ Other reason. Please explain:
<div style="display: flex; justify-content: space-between; align-items: flex-end; padding-top: 20px;"> <div style="text-align: center;">  _____ Chief Executive Office </div> <div style="text-align: center;"> 8/14/13 _____ Date </div> </div>	

**AMENDMENT NUMBER THREE
TO
AGREEMENT NUMBER 75985 FOR REMITTANCE PROCESSING AND
DOCUMENT MANAGEMENT SYSTEM MAINTENANCE AND SUPPORT**

This Amendment Number Three, dated as of October 8, 2013, (hereinafter together with all Exhibits, Schedules, and Attachments hereto "Amendment No. 3") to the Agreement (as defined below) is entered into by and between the County of Los Angeles (hereinafter "County") and Wausau Financial Systems, Inc., a Wisconsin corporation (hereinafter "Contractor"), and is effective on the above date and based on the following recitals:

WHEREAS, on February 1, 2007, County and Contractor have entered into Agreement Number 75985 for Remittance Processing and Document Management System (System) Maintenance and Support for the benefit of County and, more specifically, the County Treasurer and Tax Collector (hereinafter "TTC"), as amended by Amendment No. 1 on May 19, 2009, and Amendment No. 2 on January 26, 2011, (Agreement); initial capitalized terms used in this Amendment No. 3 without definition have the meanings given to such terms in the Agreement;

WHEREAS, County and Contractor desire to further extend the Agreement for one year, to provide the option to extend for four additional years, to increase the Contract Sum for necessary upgrades and continued maintenance services for the term of the Agreement, and to make the other amendments to the Agreement contained in this Amendment No. 3.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 3, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1. Amendment No. 3 Effective Date. This Amendment No. 3 is effective as of the date first set forth above ("Amendment No. 3 Effective Date"), which is the date as of which this Amendment No. 3 has been executed by an authorized officer of Contractor and County.
2. Paragraph 4.5. (Renewals). Effective on Amendment No. 3 Effective Date, Paragraph 4.5 of the body of the Agreement is amended and restated in its entirety as follows:
 - 4.5 For renewal periods under Paragraph 7.1 (General), a mutually agreed upon written "Amendment" to this Agreement shall be prepared and executed by authorized representatives of each of County and Contractor, which (a) supplements Exhibit B (Schedule of Prices and Payments) to add pricing for one or more of the then-remaining renewal periods, at an amount not to exceed the amount set forth on Attachment B-1 to Exhibit B

(Schedule of Prices and Payments) for such renewal period(s), and (b) if pricing for more than one renewal period is added pursuant to such Amendment, amends Paragraph 7.1 (General) to allow the term of this Agreement to renew automatically for each such renewal period, unless County gives the prior written notice of its intent not to renew this Agreement under Paragraph 7.1 for such renewal period. The Director has delegated authority to execute Amendments to the Agreement under this Paragraph 4.5 on behalf of County, provided such Amendments do not increase the Contract Sum under this Agreement by more than \$375,000 for each renewal period.

3. Paragraph 7.1 (General). Effective on Amendment No. 3 Effective Date, Paragraph 7.1 of the body of the Agreement, as amended by Amendment No. 2, is further amended and restated in its entirety as follows:

7.1 The initial term of this Agreement shall begin on the Effective Date and shall continue through January 31, 2014. The renewal term of this Agreement shall begin on February 1, 2014, and shall continue through January 31, 2015. Thereafter, the Agreement shall be annually renewed for subsequent one year periods up to a maximum of four such renewals at the sole discretion of the TTC. The term of this Agreement (which shall include the initial term, the renewal term, and all exercised renewal periods) may sooner terminate in accordance with the terms of this Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.

4. Paragraph 11.3.1.C (Source Code Escrow). Effective on Amendment No. 3 Effective Date, Paragraph 11.3.1.C of the body of the Agreement, is amended and restated in its entirety as follows:

11.3.1.C Contractor shall maintain the Source Code escrow subject to an escrow agreement under which County is a beneficiary for as long as this Agreement is in effect. Contractor may, by written notice to County, change either the Escrow Agent for the Source Code or the Escrow Agreement under this Agreement. Any such change shall require execution of a replacement tri-party Escrow Agreement, in form and substance reasonably satisfactory to County. Upon change of either an Escrow Agent or Escrow Agreement, the replacement Escrow Agent or Escrow Agreement, as the case may be, shall constitute an Escrow Agent or Escrow Agreement, as the case may be, for all purposes under this Agreement.

5. Paragraph 18.1 (Subcontracting). Effective on Amendment No. 3 Effective Date, Paragraph 18.1 of the body of the Agreement, is amended and restated in its entirety as follows:

18.1 No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written approval of County as provided in this Paragraph 18. Any attempt by Contractor to subcontract any performance under this Agreement without the prior written consent of County shall be null and void and may be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement. Notwithstanding the foregoing, no approval of County shall be required for Contractor to use the following subcontractors with respect to the applicable System Hardware: NCR Corporation, with a current address at 1700 S Patterson Boulevard, Dayton, OH 45479; Dot Hill Systems Corporation, with a current address at 2200 Faraday Avenue, Suite 100, Carlsbad, CA 92008; Eastman Kodak Company, with a current address at 343 State Street, Building 20, Rochester, NY 14650; Hyland Software, Inc., 28500 Clemens Road, Westlake, OH 44145; Accuity, Inc., 4709 Golf Road, Skokie, IL 60076; Burroughs Payment Systems, Inc., 41100 Plymouth Road, Plymouth, MI 48170; Carreker Corporation, 4411 East Jones Bridge Road, Norcross, GA 30092; Mavro Imaging LLC, 22 Maple Tree Drive, Westampton, NJ 08060; Orbograph, 44 Manning Road, Billerica, MA 01821; Progress Software Corporation, 14 Oak Park Drive, Bedford, MA 01730; ServRight, Inc., 5350 Shawnee Road, Suite 250, Alexandria, VA 22312; and Unisys Corporation, 801 Lakeview Drive, Suite 100, Blue Bell, PA 19422 (which collectively are referred to as the "Pre-Approved Subcontractor(s)").

6. New Paragraph 82 (Data Destruction). Effective on Amendment No. 3 Effective Date, amend the Agreement to add Paragraph 82 (Data Destruction) as follows:

82. Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*.

Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>

The data and/or information shall be placed in one or more of the following states: unusable, unreadable, or indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices including, but not limited to, printers, hard drives, servers, and/or workstations are

destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification within ten business days for removal of any electronic storage equipment and devices due to some failure or inoperative state that validates that any and all County data was destroyed and is unusable, unreadable, or undecipherable.

For avoidance of doubt, the parties agree that Vendor has no responsibility under this paragraph for any electronic storage equipment or devices owned or operated by County, and that all electronic storage equipment or devices utilized under this Agreement are owned or operated by County.

For conditions where Vendor-owned equipment is involved, parties agree to have such equipment stored and diagnosed in a secure and isolated network (e.g., Customer Care Team). The Vendor data destruction (e.g., purging) process occurs annually where a formal notification to County must occur consistent with the aforementioned NIST requirements.

7. Exhibit B (Schedule of Prices and Payments). Effective on Amendment No. 3 Effective Date, Exhibit B (Schedule of Prices and Payments) to the Agreement is amended and restated in its entirety with Exhibit B (Schedule of Prices and Payments), together with its Attachments (B-1 and B-2) attached to this Amendment No. 3, and incorporated into the body of this Amendment No. 3 by this reference.
8. Agreement Regarding Amendment No. 3 Pricing.
 - a. In consideration of County agreeing to extend maintenance for a one-year renewal term and include the option to extend for an additional four one-year renewal periods, the pricing for such renewal periods, as set forth in Attachment B-1 to the restated Exhibit B (Schedule of Prices and Payments) attached to this Amendment No. 3, reflects a two percent multi-year discount of \$15,626 on Contractor's Maintenance Fees for System Software for the one-year renewal term and the first two additional one-year renewal periods.
 - b. Following the Amendment No. 3 Effective Date, County may terminate Maintenance Services with respect to any System Software Component as provided in the Agreement. If, however, County so terminates for any reason other than to replace such System Software Component with another Contractor software product, County will pay Contractor an amount equal to the pro rata share of the termination fee shown in Attachment B-2 to Exhibit B that corresponds to the month in which the termination is effective. For purposes of this Amendment No. 3, "pro rata share" means the amount of the termination fee as set forth in Attachment B-2 to Exhibit B that is attributable to the System Software Component being terminated. The pro rata share is determined by (1) dividing (a) the non-discounted Maintenance Fees for the System Software Component as set forth in Exhibit B for the year in which the termination is effective by (b) the aggregate non-discounted Maintenance Fees for the System

Software as set forth on (i) in the case of Image Management System, Page 4 of Exhibit B and (ii) in the case of Remittance Processing System, Page 8 of Exhibit B, in each case, for the year in which the termination is effective, and (2) multiplying the result obtained under the calculation described in clause (1) by the applicable termination fee as set forth in Attachment B-2 to Exhibit B for the month in which the termination is effective.

- c. County acknowledges and agrees that the discounts granted to County under this Amendment No. 3 are based in part upon Maintenance Services for the System Software remaining in effect for the one year renewal term and the first two additional one-year renewal periods as agreed under this Amendment No. 3. The foregoing termination fee is in lieu of any other claims Contractor might have with respect to a change in the Term to a period shorter than the one year renewal period and the first two additional one-year renewal periods agreed under this Amendment No. 3. Upon the effective date of termination under Section 8.b. above with respect to a particular System Software Component, Contractor will immediately cease any and all Maintenance Services related to the System Software Component so terminated.
 - d. Contractor agrees to extend a two percent multi-year discount for Maintenance Services on any Additional System Software Component acquired by County as Additional Work under the Agreement on the same terms and conditions as described in this Section 8.
9. No Other Amendments; Effect on Agreement. Except as expressly provided in this Amendment No. 3, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
10. Authority. Contractor and the persons executing this Amendment No. 3 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 3 for Contractor is an authorized agent who has the actual authority to bind the Contractor to each and every item, condition, and obligation of the Agreement, as amended by this Amendment No. 3, and that all requirements of Contractor have been fulfilled to provide such actual authority.
11. Governing Law. This Amendment No. 3 shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed within the State.

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IN WITNESS WHEREOF, Contractor has executed this Amendment No. 3, or caused it to be duly executed and County, by order of its Board of Supervisors has caused this Amendment No. 3 to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES
By *Mark Ridley-Thorn*
Chairman, Board of Supervisors

CONTRACTOR
Wausau Financial Systems, Inc.
By *[Signature]*
Signature
JEFF PENN
Print Name
VP CONTRACTS
Title

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By *Sachelle Ami Therman*
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Sachelle Ami Therman*
Deputy

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By *Amanda M.L. Drukker*
Amanda M.L. Drukker
Senior Deputy County Counsel

Wausau 75985 Amendment 3 9-4-13 (final)

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

84 OCT 8 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

SECTION I: Summary of Contract Sum

February 1, 2007 through January 31, 2014 Maximum Contract Sum (Maintenance & Support: \$1,884,723.47 + Pool Expenditures (Chg Notices 1-19): \$1,202,722.87 + Pool Balance: \$480,091.17): **\$ 3,567,537.51**

	Current Term*	Renewal Period Year 1
	(3) 2/1/13-1/31/14	(1) 2/1/14-1/31/15
	Annual Price	Annual Price
Image Management System (IMS) Quarterly Payment	\$ 28,602.72	\$ 24,708.78
Quarterly Payment	\$ 28,602.72	\$ 24,708.78
Quarterly Payment	\$ 28,327.36	\$ 24,708.78
Quarterly Payment	\$ 27,785.50	\$ 24,708.78
Subtotal IMS	\$ 113,318.30	\$ 98,835.12
Remittance Processing System (RPS) Quarterly Payment	\$ 40,200.93	\$ 50,806.72
Quarterly Payment	\$ 40,200.93	\$ 50,806.72
Quarterly Payment	\$ 39,231.97	\$ 50,806.72
Quarterly Payment	\$ 37,325.31	\$ 50,806.72
Subtotal RPS	\$ 156,959.14	\$ 203,226.88
Total Annual	\$ 270,277.44	\$ 302,062.00
Maximum Pool Dollar Allowance	\$ 91,282.01	\$ 225,000.00

*For reference only. Included in \$3,567,537.51 at the top.

Year 1 Maintenance Price:	\$ 302,062.00
Additional Maximum Pool Dollar Allowance:	\$ 225,000.00
Amendment 3 Upgrade Pool Dollar Allowance:	\$ 1,231,524.00
Amended Maximum Contract Sum:	\$ 5,326,123.51

Remaining Pool Dollar Balance (through Change Notice No. 19):	\$ 480,091.17
Pool Dollar Allowance of Amendment 3:	\$ 225,000.00
Amendment 3 Upgrade Pool Dollar Allowance:	\$ 1,231,524.00
Total Pool Dollar Balance:	\$ 1,936,615.17

SECTION II: Maintenance and Support

A. Image Management System (IMS)

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	2/1/13 - 1/31/14 Maint Amt	(1) 2/1/14-1/31/15 Maint Amt
Monthly Upcharge	Non-annual billing charge - monthly billings							
EXT.HW	EXTENDED HW COVERAGE	APR/DEC 7X24 HW CHG			1	\$116.87	\$116.87	\$50.00
NCR-3241-S001	PC, NCR, 3241 Workstation	6SZQS51	7/29/2005	7/29/2006	1	\$216.09	\$216.09	
NCR-3241-S001	PC, NCR, 3241 Workstation	D0CQP61	7/29/2005	7/29/2006	1	\$216.09	\$216.09	
3498-2414-8090	MONITOR, NCR, 17" Color CRT (N-	728113204C	7/29/2005	7/29/2006	1	\$94.82	\$94.82	
3498-2414-8090	MONITOR, NCR, 17" Color CRT (N-	727516234C	7/29/2005	7/29/2006	1	\$94.82	\$94.82	
NCR-3519-S001	NCR S2900 Server (DELL- PowerEdge R710)	JNC63D1	8/1/2007	7/31/2010	1	\$353.90	\$353.90	
3519-F112	4GB 667MHz (4x1GB), Dual Ranke-	JNC63D1	8/1/2007	7/31/2010	1	\$0.00	\$0.00	
3519-F327	146GB, SAS, 3.5-inch, 15K RPM	JNC63D1	8/1/2007	7/31/2010	4	\$0.00	\$0.00	
3519-F375	Intel PRO 1000PT Dual Port Gig-	JNC63D1	8/1/2007	7/31/2010	1	\$0.00	\$0.00	
3519-F042	Dual-Core Inte Xeon 5150, 4MB	JNC63D1	8/1/2007	7/31/2010	1	\$0.00	\$0.00	
3519-K633	RAPID/VERSA RAIL, SLIDING, PE2-	JNC63D1	8/1/2007	7/31/2010	1	\$0.00	\$0.00	
3519-F630	Rack Bezel	JNC63D1	8/1/2007	7/31/2010	1	\$0.00	\$0.00	
3519-F621	5U Chassis, No Rails Included	JNC63D1	8/1/2007	7/31/2010	1	\$0.00	\$0.00	
NCR-3529-S001	NCR S2950 Server (DELL- PowerEdge R710)	D5093D1	8/1/2007	7/31/2010	1	\$424.46	\$424.46	\$437.00
3529-F002	Single Processor Only	D5093D1	8/1/2007	7/31/2010	1	\$0.00	\$0.00	
3529-F111	2GB 667MHz (4x512MB), Single R	D5093D1	8/1/2007	7/31/2010	1	\$0.00	\$0.00	
3529-F322	146GB,SAS, 3.5-inch, 10K RPM H	D5093D1	8/1/2007	7/31/2010	2	\$0.00	\$0.00	
9253-SERV-0003	Adaptec 39160				2	\$74.97	\$149.94	\$166.00
BHS0934-01	2730T, FC, 2-RIOM, 1024MB, 12X-	DHSIFRE-1012DAC96E			1	\$5,540.06	\$5,540.06	
BHS0908-01	2130, 2-IOM, JBOD, 12x1TB SATA-	DHSIFRE-1005DAA615			1	\$3,019.75	\$3,019.75	
BHS0908-01	2130, 2-IOM, JBOD, 12x1TB SATA-	DHSIFRE-1005DAA62E			1	\$3,019.75	\$3,019.75	
CBL-FC-MLC-MLC-R05	Cable,FC,MLC-MLC,5 M,R				4	\$0.00	\$0.00	
FHDW017-02	Rack Mount Kit, Shelf, Short,				3	\$0.00	\$0.00	
QLE2462-CK	QLogic SANblade QLE2462 - PCIe-	LFC0930372947			1	\$533.61	\$533.61	
QLE2462-CK	QLogic SANblade QLE2462 - PCIe-	LFC0930373395			1	\$533.61	\$533.61	
TL2000-TLR003	Tape Library, Dell TL2000-LTO4-	FR0W3J1			1	\$0.00	\$0.00	
DELL-MTOP780-S001	Dell Optiplex 780	22HXGQ1			1	\$181.91	\$181.91	\$404.00
317-2595	2GB DDR3 Non-ECC SDRAM,1066MHz, (2 DIMM) for Dell 7				1	\$0.00	\$0.00	
DELL-FP17-A	Dell 17 Flat Panel Monitor	74445-13C-BSGU			1	\$92.61	\$92.61	\$97.00
Dell-PVMD3600i-SAN-S003*	PowerVault MD3600i with MD1200 Expansion Enclosure				1			n/a
Dell-PVMD3600i-SAN-S001*	PowerVault MD3600i with MD1220 Expansion Enclosure				1			n/a
DELL-PVTL4000-LTO5*	DELL-PVTL4000-LTO5, 4 Tape Drive, 24 Slot				1			n/a
Dell-R720-R009*	PowerEdge R720 (Rack)				1			n/a
KV-S2065W	Panasonic,SCANNER, 65PPM DUPL-	61345DE1073	9/21/2004	6/20/2005	1	\$1,958.04	\$1,958.04	
KV-S2065W	Panasonic,SCANNER, 65PPM DUPL-	6132YDC1473	11/3/2003	2/3/2004	1	\$1,958.04	\$1,958.04	
KV-S2065W	Panasonic,SCANNER, 65PPM DUPL-	6132YDC1478	11/3/2003	2/3/2004	1	\$1,958.04	\$1,958.04	
KV-S2065W	Panasonic,SCANNER, 65PPM DUPL-				-1		(\$659.83)	
KV-S2065W	Panasonic,SCANNER, 65PPM DUPL-				-1		(\$659.83)	
KV-S2065W	Panasonic,SCANNER, 65PPM DUPL-				-1		(\$659.83)	
EH-850-1000	Adrenaline 850S SCSI Wide Adap-				3	\$312.00	\$936.02	

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	2/1/13 - 1/31/14 Maint Amt	(1) 2/1/14-1/31/15 Maint Amt
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-	6134ZDE1374	7/29/2005	10/29/2005	1	\$1,958.04	\$1,958.04	
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-	61352DE1059	7/29/2005	10/29/2005	1	\$1,958.04	\$1,958.04	
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-				-1		(\$659.83)	
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-				-1		(\$659.83)	
KV-S4065CW-V	Scanners-Panasonic V Color Scanners 65ppm/130ipm,VRS				4	\$1,637.00	\$2,206.59	\$6,548.00
EH-850-1000	Adrenaline 850S SCSI Wide Adap-				2	\$312.01	\$624.02	
KV-S3065CW	Panasonic 65ppm Duplex Scanner	74798MB1242			1	\$1,431.05	\$1,431.05	\$1,595.00
KV-S3065CW	Panasonic 65ppm Duplex Scanner	74798MB1263			1	\$1,431.05	\$1,431.05	\$1,595.00
KV-S3065CW	Panasonic 65ppm Duplex Scanner	74798MB1226			1	\$1,431.05	\$1,431.05	\$1,595.00
KV-S3065CW	SCANNER - Panasonic KV-S3065CW (62 ppm)	74712MC1040			1	\$1,431.05	\$1,532.48	\$1,595.00
BELL-GX280-BA	Dell Optiplex GX280 Small Form-	35M3221			1	\$132.30	\$132.30	
BELL-GX280-BA	Dell Optiplex GX280 Small Form-	84FBY41			1	\$132.30	\$132.30	
7260-9260-9898	Optiplex GX260 Small Mini-Towe-	8QM3221			1	\$176.40	\$176.40	
TL2000-TLR001	TAPE Library - Dell PowerVault	32W73C1			1	\$930.51	\$930.51	\$968.00
202162-000	Rack Mount Accessory Kit - 10	65562			1	\$0.00	\$0.00	
Monthly Upcharge	Non-annual billing charge - monthly billings							
SUPP.EXT	EXTENDED SOFTWARE SUPPORT				1	\$2,260.13	\$2,260.13	\$1,750.00
OBI PW1	Multi-User Database License				1	\$1,027.53	\$1,027.53	\$1,000.00
CLIPW1	COLD Processing				1	\$2,053.96	\$2,053.96	\$2,000.00
DIIPW1	Production Document Imaging (F				1	\$1,027.53	\$1,027.53	\$1,000.00
DIIPW2	Production Document Imaging (A				7	\$411.23	\$2,878.61	\$2,800.00
ACIPW1-A	Automated CD Authoring				1	\$821.36	\$821.36	\$800.00
RPI PW1	WFS Remittance Processor				1	\$2,053.96	\$2,053.96	\$4,000.00
WFIPD1	Workflow Departmental Server				1	\$2,053.96	\$2,053.96	\$2,000.00
WFIPW1	Workflow Workstation Client				41	\$102.53	\$4,203.83	\$4,100.00
WFIPC1	Workflow Concurrent Client				10	\$205.06	\$2,050.65	\$2,000.00
WTIPW1	IMS Browser				1	\$2,053.96	\$2,053.96	\$2,000.00
CTIPW1	Workstation Client (1-100) ea				33	\$123.48	\$4,074.84	\$3,960.00
CTIPC1	Concurrent Client (1-100) Each				84	\$246.96	\$20,744.64	\$20,160.00
AEIP11	Application Enabler				1	\$3,081.49	\$3,081.49	\$3,000.00
FMIP11	E-Forms				1	\$2,053.96	\$2,053.96	\$2,000.00
PTIPC1	Virtual Print Driver				1	\$1,027.53	\$1,027.53	\$1,000.00
WSIP11	Web Services Toolkit				1	\$2,053.96	\$2,053.96	\$2,000.00
APIPQ3	Query API (Initial 500 queries				1	\$2,053.96	\$2,053.96	\$2,000.00
APIPQ4	API Retrievals-Additional Bloc				1	\$1,642.73	\$1,642.73	\$1,600.00
RPI11	HYLAND Report Services				1	\$1,027.53	\$1,027.53	\$1,000.00
OBAV CHECK	Advanced Check Imaging License				1	\$7,189.40	\$7,189.40	\$7,000.00
DPI PW1	Document Import Processor				1	\$992.25	\$992.25	\$1,000.00
DIIPW2	Production Document Imaging (Additional Stations)				1	\$396.90	\$396.90	\$400.00
CTIPN1	Named User Client (1-100)				1	\$119.07	\$119.07	\$120.00
SW-PATH3.21S	SANpath 3.2 Software - First S-				1	\$1,765.10	\$1,765.10	
SW-SCAPE2.4-1S	SANscape 2.4 - One Server				1	\$88.20	\$88.20	
BABWBR1250W00	ARCserve Backup for Windows R1-				1	\$163.17	\$163.17	
BABWBR1250W09	ARCserve Backup R12.5 - Open F-				1	\$167.58	\$167.58	
BABWBR1250W01C4	ARCserve Backup R12.5 - Tape L-				1	\$206.17	\$206.17	
CAABFSS125W00C4	ARCserve Backup R12.5 Fileserv-				1	\$329.65	\$329.65	
BABWBR1250W17	ARCserve Backup R12.5 - SQL Ag-				1	\$205.07	\$205.07	
3239-F670	XP Professional				1	\$36.38	\$36.38	
3239-F670	XP Professional				5	\$36.38	\$181.91	
3519-F820	Windows Server 2003 R2 Standar				1	\$281.14	\$281.14	\$290.00

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	2/1/13 - 1/31/14 Maint Amt	(1) 2/1/14-1/31/15 Maint Amt
228-09470	Open SQL Server 2008 Standard				2	\$1,472.94	\$2,945.88	\$3,035.00
VP-W004-00U1	Kofax VRS Software - VRS 4.x P				3	\$415.64	\$1,246.93	\$1,285.00
410-01-000003-06-00	IMS Premium Database Service				1	\$6,526.80	\$6,526.80	\$5,920.00
WINZIP	WinZIP				1	\$9.92	\$9.92	\$11.00
PC-ANYWHERE32	SOFTWARE, PC-ANYWHERE 32 V.11				1	\$59.54	\$59.54	\$62.00
INET-CLNT	I-net Support Client				1	\$0.00	\$0.00	
511-WFES-SAFE-ESC	Safe Escrow Account				1	\$771.75	\$771.75	\$764.00
3241-F670	XP Professional				2	\$35.28	\$70.56	
3529-F820	Windows Server 2003 R2, Standa				1	\$283.34	\$283.34	\$292.00
VP-W004-00S1	VRS 4.0 for SCSI workgroups A				2	\$415.64	\$831.29	\$857.00
421-1479	Genuine Windows® 7 Professional, with Media, 32-bit				1	\$23.27	\$23.15	\$25.00
VP-W004-00U1	VRS 4.x Pro USB/FW Workgroup				1	\$282.00	\$415.64	\$296.00
UNIP11	Unity Client Server				1	\$ 2,000		\$ 1,750
UIIP11	Unity Integration Toolkit				1	\$ 2,000		\$ 1,750
410-02-000050-11-01	Web Enabler				1	\$ -		\$ -
BABWBR1650W01C4	CA ARCserve Backup for Windows Tape Library Option r16.5				1	\$ 211		\$ 185
BABWBR1650W00	CA ARCserve Backup for Windows r16.5				1	\$ 155		\$ 136
BABWBR1650W09C4	CA ARCserve Backup Agent for Open Files on Windows r16.5				1	\$ 168		\$ 147
								\$100,545.00

*Pre-Paid 5 year Pro Support coverage through Dell (24 x7).

	Year 1
IMS Hardware Total	\$15,050.00
IMS Software Total	\$85,495.00
Total IMS Maintenance	\$100,545.00
Less 2% Multi-Yr SW Discount	(1,709.90)
Total IMS Maintenance	\$98,835.10

B. Remittance Processing System (RPS)

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	2/1/13 - 1/31/14 Maint Amt	(1) 2/1/14-1/31/15 Maint Amt
Monthly Upcharge	Non-annual billing charge - monthly billings							
EXT.HW	EXTENDED HW COVERAGE	APR/DEC 7X24 CHG			1	\$2,009.86	\$2,009.86	\$1,830.48
21610-D	PROC:STANDUP CONSOLE	512462573	4/24/2010	7/23/2010	1	\$13,214.57	\$13,214.57	\$13,478.00
21610-D	PROC:STANDUP CONSOLE	512462581	4/24/2010	7/23/2010	1	\$13,214.57	\$13,214.57	\$13,478.00
21600-URF	STR CMP, UNISYS, SYS:Upstream	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-URF	STR CMP, UNISYS, SYS:Upstream	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21610-PES	ENCODER:USA 600dpm E13B	512372186	4/24/2010	7/25/2010	1	\$4,772.72	\$4,772.72	
21610-PES	ENCODER:USA 600dpm E13B	512372194	4/24/2010	7/25/2010	1	\$4,772.72	\$4,772.72	
21610-PES	ENCODER:USA 600dpm E13B	512372186			-1		(\$1,608.34)	
21610-PES	ENCODER:USA 600dpm E13B	512372194			-1		(\$1,608.34)	
21600-URI	SYS:UPSTREAM REAR IMAGE	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-URI	SYS:UPSTREAM REAR IMAGE	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-UJR	STR CMP, UNISYS, ACC: Upstream	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-UJR	STR CMP, UNISYS, ACC: Upstream	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-UF1	SYS:UPSTREAM FRONT IMAGE	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-UF1	SYS:UPSTREAM FRONT IMAGE	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-UCR	STR CMP, UNISYS, SYS: Upstream	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	2/1/13 - 1/31/14 Maint Amt	(1) 2/1/14-1/31/15 Maint Amt
21600-UCR	STR CMP, UNISYS, SYS: Upstream	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-UCF	STR CMP, UNISYS, SYS:Upstream	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-UCF	STR CMP, UNISYS, SYS:Upstream	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-2FE	FEEDER:SECONDARY MERGE FEEDER	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-2FE	FEEDER:SECONDARY MERGE FEEDER	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-EME	LS ENCODER: E13B MICR	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-EME	LS ENCODER: E13B MICR	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-LCH	Feeder:Large Capcity Hopper	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-LCH	Feeder:Large Capcity Hopper	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-RMN	Rear Inkjet Endorser	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-RMN	Rear Inkjet Endorser	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-MCR	READER:E13B/CMC7 MICR AU	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-MCR	READER:E13B/CMC7 MICR AU	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21610-SSE	STACKER: 12 POCKETS	512389412	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21610-SSE	STACKER: 12 POCKETS	512389420	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-TCP	Transport Controller Interface	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-TCP	Transport Controller Interface	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-FPT	TOUCH PANEL DISPLAY	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
21600-FPT	TOUCH PANEL DISPLAY	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00	
NDP9999-UTB	Track controller	CX1T9K1			1	\$277.83	\$277.83	\$321.00
NDP9999-UTB	Track controller	237NTJ1			1	\$277.83	\$277.83	\$321.00
EXT.HW	EXTENDED HW COVERAGE	APR/DEC 7X24 HW CHG			1	\$534.71	\$534.71	\$596.00
NCR-3241-S001	PC, NCR, 3241 Workstation (DELL)	HD9R971	11/16/2005	11/16/2006	1	\$216.09	\$216.09	\$249.00
3498-2625-8090	DELL E773S Monitor	MXOC6058476054C6B7TM	11/16/2005	11/16/2006	1	\$94.82	\$94.82	\$98.00
3498-2414-8090	DELL E773S Monitor	MXOY135247605431B7J0	1/14/2005	1/15/2008	1	\$94.82	\$94.82	\$98.00
3498-2414-8090	Monitor 17" Color CRT (DELL)	MXOY13524760549MBMG4	1/14/2005	1/15/2008	1	\$94.82	\$94.82	\$98.00
3498-2414-8090	Monitor 17" Color CRT (NCR)	CNOY1352476094ADFUFE	1/14/2005	1/15/2008	1	\$94.82	\$94.82	\$98.00
3498-2390-8090	19" COL.26MMDP,TC095	9034023307	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$150.00
3498-2390-8090	19" COL.26MMDP,TC095	9034023535	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$150.00
3498-2390-8090	19" COL.26MMDP,TC095	FC3640477	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$150.00
3498-2390-8090	19" COL.26MMDP,TC095	9034023169	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$150.00
3498-2390-8090	19" COL.26MMDP,TC095	9034023806	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$150.00
3498-2390-8090	19" COL.26MMDP,TC095	L6A9PHA24901803	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$150.00
3498-2390-8090	19" COL.26MMDP,TC095	L6A9PHA24901915	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$150.00
3498-2390-8090	19" COL.26MMDP,TC095	S6A90HD96300960	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$150.00
3498-2390-8090	19" COL.26MMDP,TC095	9034023304	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$150.00
3498-2390-8090	19" COL.26MMDP,TC095	L6A9PHA17901899	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$150.00
3498-2390-8090	19" COL.26MMDP,TC095	9034023083	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$150.00
3498-2390-8090	19" COL.26MMDP,TC095	L6A9PHA24901928	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$150.00
NCR-3241-S001	PC, NCR, 3241 Workstation (DELL)	7KP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation	7JP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation	5JP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation	3KP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation	8KP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation	1GP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation	GJP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation	1LP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation	2LP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation	CJP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	2/1/13 - 1/31/14 Maint Amt	(1) 2/1/14-1/31/15 Maint Amt
NCR-3241-S001	PC, NCR, 3241 Workstation	BJP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation	9KP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation	HJP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation (DELL)	FGP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation (DELL)	JJP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
3498-2414-8090	Monitor 17" Color CRT (DELL)	MXOY13524760549MB MGQ	1/14/2005	1/15/2008	1	\$94.82	\$94.82	\$98.00
3498-2414-8090	Monitor 17" Color CRT (DELL)	MXOY13524760549MB MBW	1/14/2005	1/15/2008	1	\$94.82	\$94.82	\$98.00
NCR-3241-S001	PC, NCR, 3241 Workstation (DELL)	5GP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
NCR-3241-S001	PC, NCR, 3241 Workstation (DELL)	9GP6V51	1/14/2005	1/15/2008	1	\$216.09	\$216.09	\$249.00
3498-2414-8090	Monitor 17" Color CRT (NCR)	S100304/0030	1/14/2005	1/15/2008	1	\$94.82	\$94.82	\$98.00
3498-2414-8090	Monitor 17" Color CRT (NCR)	S090512/1361	1/14/2005	1/15/2008	1	\$94.82	\$94.82	\$98.00
EXT.WARR	Extended Warranty	RPS AP FILE SERVERS			2	\$0.00	\$0.00	
3538-000-8090	NCR 3538 Dual socket 2U rack s (DELL PowerEdge R710)	H77J1L1	4/24/2010	4/23/2013	1	\$412.00	\$412.00	\$552.00
3538-000-8090	NCR 3538 Dual socket 2U rack s (DELL PowerEdge R710)	J77J1L1	4/24/2010	4/23/2013	1	\$412.00	\$412.00	\$552.00
3538-F001	Single Processor Only				2	\$0.00	\$0.00	
3538-F002	Performance BIOS Setting				2	\$0.00	\$0.00	
3538-F005	Riser with 2 PCIe x8 + 2 PCIe				2	\$0.00	\$0.00	
3538-F016	Intel Xeon X5550, 2.66Ghz, 8M				2	\$0.00	\$0.00	
3538-F101	4GB Memory (2x2GB), 1066MHz DR				2	\$0.00	\$0.00	
3538-F251	PERC 6/i SAS RAID Controller,				2	\$0.00	\$0.00	
3538-F283	RAID 5 for PERC 6/i Controller				2	\$0.00	\$0.00	
3538-F332	146GB 10K RPM SAS 2.5" Hot Plu				16	\$0.00	\$0.00	
3538-F370	Dual 2-Port Embed Broadcom 570				2	\$0.00	\$0.00	
3538-F375	Intel PRO 1000PT 1GBE Dual Por				2	\$0.00	\$0.00	
3538-F461	Keyboard and Optical Mouse, US				2	\$0.00	\$0.00	
3538-F595	DVD+/-RW, SATA, Internal				2	\$0.00	\$0.00	
3538-F619	High Output Power Supply, Redu				2	\$0.00	\$0.00	
3538-F621	x8 Chassis for Up to Eight 2.5				2	\$0.00	\$0.00	
3538-F625	PowerEdge R710				2	\$0.00	\$0.00	
3538-F630	Bezel				2	\$0.00	\$0.00	
3538-F750	NEMA 5-15P to C14 WallPlug,125				2	\$0.00	\$0.00	
3538-F950	NCR OEM 3538 Platform, CFI#792				2	\$0.00	\$0.00	
3538-K561	1.44MB USB Floppy Drive, Exter				2	\$0.00	\$0.00	
EXT.WARR	Extended Warranty	RPS IQA STATION			1	\$0.00	\$0.00	
NCR-3256-S001	NCR 3256 Minitower Workstation	6B7WGK1	4/24/2010	4/23/2013	1	\$169.00	\$169.00	\$221.00
3256-F596	16X DVD-ROM	6B7WGK1	4/24/2010	4/23/2013	1	\$0.00	\$0.00	
3498-1708-8090	17 UltraSharp Flat Panel LCD M	CNOG434H7161886LR JVF	4/24/2010	4/23/2013	1	\$0.00	\$0.00	\$98.00
341-4963	Dell Single Channel ultra 320	81168			1	\$38.59	\$38.59	\$40.00
7430-0631-6082	Lexmark Printer 30ppm T630N	9922PBP	1/14/2005	4/16/2005	1	\$525.89	\$525.89	\$526.00
7430-0631-6082	Lexmark Printer 30ppm T630N	9922PBD	1/14/2005	4/16/2005	1	\$525.89	\$525.89	\$526.00
30G0100	Lexmark T 650n - printer	793RRFR			1	\$203.96	\$203.96	\$385.00
SUPP.EXT	EXTENDED SOFTWARE SUPPORT				1	\$3,252.38	\$3,252.38	\$3,250.00
7780IMAGE	7780 2 Pass Remittance Softwar				1	\$10,494.70	\$10,494.70	\$10,915.00
7780IMAGE-ADD	2 Pass Remittance Software - A				1	\$5,713.00	\$6,298.58	\$6,552.00
7780IMAGE-ADD	2 Pass Remittance Software - A				1	\$0.00	(\$6,298.58)	
RPSX-SERT-0030	ImageRPS Servr(NT) 1-30 Usrs				1	\$5,466.00	(\$6,026.27)	
IDTIMAGE-10	ImageRPS (IDT) S/W 1-10 Usrs				10	\$1,576.57	\$15,765.75	\$16,401.00
IDTIMAGE-20	ImageRPS (IDT) S/W 11-20 Usrs				6	\$1,576.57	\$9,459.45	\$9,841.00

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	2/1/13 - 1/31/14 Maint Amt	(1) 2/1/14-1/31/15 Maint Amt
7780IMAGEOCR-HS	Image RPS 7780 OCR S/W				2	\$2,100.26	\$8,401.05	\$8,738.00
7780IMAGEOCR-HS	Image RPS 7780 OCR S/W				1	\$3,810.00	(\$4,200.53)	
IMGARC	ImageRPS Archive Base				1	\$3,150.95	\$3,150.95	\$3,277.00
IMGARCCONCUR	1 User Archive Research & Retr				20	\$524.79	\$10,495.80	\$10,920.00
IMGARCCSERV	Web Archive(1license per web s				1	\$524.79	\$524.79	\$546.00
GRAYSCRECO	Gray Scale Recognition Sftware				2	\$11,964.33	\$23,928.66	\$24,887.00
RPSX-FPRO-FMAT	FoxPro Reformatter				1	\$1,051.79	\$1,051.79	\$1,094.00
TRANINT-CLASS1.75-04	Opex 3600 Interface Unit 1				1	\$2,548.98	\$2,548.98	\$2,651.00
TRANINT-CLASS1.75-ADD	Opex 3600 Interface Unit2+				1	\$1,530.27	\$1,530.27	\$1,593.00
310-RPSWAUIQA-07	IMAGERPS Image Quality Assuran				1	\$1,961.35	\$1,961.35	
310-RPSWAUIQA-07	IMAGERPS Image Quality Assuran				-1	(\$988.74)	(\$660.95)	
356-OEC-0025-08	Optima3 ImageRPS Electronic CI				1	\$2,094.75	\$2,094.75	\$2,159.00
RPS-PDB-WKG-ADD-K	ImageRPS Workgroup DB - Add'l.				1	\$185.00	(\$203.96)	
LAR-RECO-1MIL-ADD	LAR One Million ticks - Additi				3	\$1,443.17	\$4,329.52	\$4,505.00
21600-TNT	CAPI				1	\$750.80	\$750.80	\$663.00
NDP9999-TPX	Windows XP Software TC				2	\$445.41	\$890.82	\$853.00
892455	PCAnywhere32				11	\$54.00	\$654.89	
892455	PCAnywhere32				-11	(\$654.89)	(\$654.89)	
3241-F670	XP Professional				20	\$35.28	\$705.60	\$735.00
3241-F670	XP Professional				1	\$35.28	\$35.28	\$37.00
3256-F679	Vista Premium Downgrade (310-9	6B7WGK1			1	\$0.00	\$0.00	
3256-F690	Windows XP pro SP3 w/vista bus	6B7WGK1			1	\$39.69	\$39.69	\$41.00
3538-F820	WinSvr 2003,Std Ed,Includes5CA	H77JJL1			1	\$273.42	\$273.42	\$260.00
3538-F820	WinSvr 2003,Std Ed,Includes5CA	J77JJL1			1	\$273.42	\$273.42	\$260.00
458290	Windows Server 2003-License -				1	\$183.02	\$183.02	\$189.00
SCRN-SCRP	Screen Scrape				1	\$4,049.48	\$4,049.48	\$4,172.00
511-CUST-WFSC-CPWM	Custom Programming Hourly - Wi				20	\$40.00	(\$882.00)	
WINZIP	WinZIP				1	\$9.92	\$9.92	\$11.00
PC-ANYWHERE32	SOFTWARE, PC-ANYWHERE 32 V.11				1	\$59.54	\$59.54	\$62.00
736685	Software, Visual FoxPro, v9				1	\$135.61	\$135.61	\$141.00
BABWBR1250W22	ARCserve Backup R12.5 - Client				1	\$163.17	\$163.17	\$169.00
BABWBR1250W00	ARCserve Backup for Windows R1				2	\$163.17	\$326.34	\$338.00
BABWBR1250W09	ARCserve Backup R12.5 - Open F				1	\$167.58	\$167.58	\$173.00
BABWBR1250W01C4	ARCserve Backup R12.5 - Tape L				1	\$125.51	\$206.17	\$212.00
RPSARC-0065-08	RPS ARC Module >6,500,001				1	\$5,039.53	\$5,039.53	\$5,448.00
EPICWARE-0240*	EPICWARE Annual Fee				1	\$10,264.28	\$10,264.28	\$11,451.00
21600-TNT	CAPI				1	\$750.80	\$750.80	\$663.00
RPS-PDBV10-5-07	ImageRPS Workgroup DB- 5 User				1	\$1,817.00	\$1,833.46	\$1,908.00
RPS-PDDBV10-WKG-ADD-07	ImageRPS Workgroup DB-Addl User				28	\$157.00	\$4,414.41	\$4,616.00
356-CUST-WFSC-CPSM	Custom Programming w/Maint				19	\$0.08	\$775.06	\$798.00
IDTIMAGE+-20-08	ImageRPS Workstation Software				1	\$1,384.00	\$0.00	\$1,453.00
Monthly Upcharge	Non-annual billing charge - monthly billings							
21600-TCP	Transport Controller Interface Board				2	\$ 150		\$ 263
Dell-R720-R009*	Dell PowerEdge R720 (Rack)				1			n/a
NDP9999-UTC	WRKST COMBINED UPSTREAM TRACK&ICS				2	\$ 351		\$ 614
21600-LTNU7	MS Win 7 Capi SW Update 600dpm				2	\$ 1,200		\$ 2,100
NDP9999-TP7	Windows 7 for Track Controller				2	\$ 305		\$ 508
30G0107	Lexmark T650dtn Network Ready Laser Printer				1	\$ 278		\$ 243

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	2/1/13 - 1/31/14 Maint Amt	(1) 2/1/14-1/31/15 Maint Amt
WS-C2960-48TT-L	Cisco Catalyst 2960 48 Port 10/100 Ethernet Switch				1	\$ 386		\$ 338
TRANINT-CLASS1.75-ADD-08	Opex 36xx Interface Unit 2+				2	\$ 1,200		\$ 2,100
RPS-PAPPSREGBUN-ENT-10	AppServer Enterprise 5 user license bundle - Registered				1	\$ 110		\$ 92
RPS-PAPPSREGIND-ENT-10	AppServer Enterprise 1 user license - Registered				35	\$ 22		\$ 642
RPS-PDBV11-ENT-5-13	ImageRPS Enterprise Database - 5 User				1	\$ 1,143		\$ 953
RPS-PDBV11-ENT-ADD-13	ImageRPS Enterprise Database - Additional User				35	\$ 139		\$ 4,054
RPS-PTDE-12	Progress Transparent Data Encryption				40	\$ 29		\$ 967
310-MAVROCUSMOD-12-415	Mavro Custom Module				1	\$ 8,300		\$ 6,917
BABWBR1650W22	CA ARCserve Backup Client Agent for Windows r16.5				2	\$ 79		\$ 132
BABWBR1650W00	CA ARCserve Backup for Windows r16.5				1	\$ 155		\$ 129
BABWBR1650W09C4	CA ARCserve Backup Agent for Open Files on Windows r16.5				1	\$168		\$ 140
1234838-1600	Orbograph Accura XV™				1	\$ 3,017		\$ 2,514
310-01-000001-10-00	ImageRPS SQL Reformatter Basic Database Service				1	\$ 1,850		\$ 1,850
							\$206,528.48	
							Year 1	
							RPS Hardware Total	\$41,448.48
							RPS Software Total	\$165,080.00
							Subtotal RPS Maintenance	\$206,528.48
							Less 2% Multi-Yr SW Discount	(3,301.60)
							Total RPS Maintenance	\$203,226.88

SECTION I: Summary of Contract Sum

	(2) 2/1/15-1/31/16	(3) 2/1/16-1/31/17	(4) 2/1/17-1/31/18	(5) 2/1/18-1/31/19
	Annual Price	Annual Price	Annual Price	Annual Price
Image Management System (IMS) Quarterly Payment	\$ 24,639.84	\$ 25,778.45	\$ 27,443.75	\$ 28,721.11
Quarterly Payment	\$ 24,639.84	\$ 25,778.45	\$ 27,443.75	\$ 28,721.11
Quarterly Payment	\$ 24,639.84	\$ 25,778.45	\$ 27,443.75	\$ 28,721.11
Quarterly Payment	\$ 24,639.84	\$ 25,778.45	\$ 27,443.75	\$ 28,721.11
Subtotal IMS	\$ 98,559.36	\$ 103,113.80	\$ 109,775.00	\$ 114,884.44
Remittance Processing System (RPS) Quarterly Payment	\$ 50,566.66	\$ 53,123.05	\$ 56,769.75	\$ 59,651.64
Quarterly Payment	\$ 50,566.66	\$ 53,123.05	\$ 56,769.75	\$ 59,651.64
Quarterly Payment	\$ 50,566.66	\$ 53,123.05	\$ 56,769.75	\$ 59,651.64
Quarterly Payment	\$ 50,566.66	\$ 53,123.05	\$ 56,769.75	\$ 59,651.64
Subtotal RPS	\$ 202,266.64	\$ 212,492.20	\$ 227,079.00	\$ 238,606.56
Total Annual	\$ 300,826.00	\$ 315,606.00	\$ 336,854.00	\$ 353,491.00

SECTION II: Maintenance and Support

A. Image Management System (IMS)

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	(2) 2/1/15-1/31/16 Maint Amt	(3) 1/31/16-1/31/17 Maint Amt	1/31/17 - 1/31/18 Maint Amt	1/31/18 - 1/31/19 Maint Amt
Monthly Upcharge	Non-annual billing charge - monthly billings									
EXT.HW	EXTENDED HW COVERAGE	APR/DEC 7X24 HW CHG			1	\$116.87	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	65ZQ551	7/29/2005	7/29/2006	±	\$216.09				
NCR-3241-S001	PC, NCR, 3241 Workstation	D0CQP61	7/29/2005	7/29/2006	±	\$216.09				
3498-2414-8090	MONITOR, NCR, 17" Color CRT (N-	728113204C	7/29/2005	7/29/2006	±	\$94.82				
3498-2414-8090	MONITOR, NCR, 17" Color CRT (N-	727516234C	7/29/2005	7/29/2006	±	\$94.82				
NCR-3519-S001	NCR S2900 Server (DELL- PowerEdge- R710)	JNC63D1	8/1/2007	7/31/2010	±	\$353.90				
3519-F112	4GB 667MHz (4x1GB), Dual Ranke-	JNC63D1	8/1/2007	7/31/2010	±	\$0.00				
3519-F327	146GB, SAS, 3.5-inch, 15K RPM	JNC63D1	8/1/2007	7/31/2010	4	\$0.00				
3519-F375	Intel PRO 1000PT Dual Port Gig	JNC63D1	8/1/2007	7/31/2010	±	\$0.00				
3519-F042	Dual Core Inte Xeon 5150, 4MB	JNC63D1	8/1/2007	7/31/2010	±	\$0.00				
3519-K633	RAPID/VERSA RAIL, SLIDING, PE2	JNC63D1	8/1/2007	7/31/2010	±	\$0.00				
3519-F630	Rack Bezel	JNC63D1	8/1/2007	7/31/2010	±	\$0.00				
3519-F621	SU Chasis, No Rails Included	JNC63D1	8/1/2007	7/31/2010	±	\$0.00				
NCR-3529-S001	NCR S2950 Server (DELL- PowerEdge R710)	D5093D1	8/1/2007	7/31/2010	1	\$424.46	n/a	n/a	n/a	n/a
3529-F002	Single Processor Only	D5093D1	8/1/2007	7/31/2010	1	\$0.00	n/a	n/a	n/a	n/a
3529-F111	2GB 667MHz (4x512MB), Single R	D5093D1	8/1/2007	7/31/2010	1	\$0.00	n/a	n/a	n/a	n/a
3529-F322	146GB,SAS, 3.5-inch, 10K RPM H	D5093D1	8/1/2007	7/31/2010	2	\$0.00	n/a	n/a	n/a	n/a
9253-SERV-0003	Adaptec 39160				2	\$74.97	n/a	n/a	n/a	n/a
DHS0934-01	2730T, FC, 2-RIOM, 1024MB, 12X-	DHSIFRE-1012DAC96E			±	\$5,540.06				
DHS0908-01	2130, 2-IOM, JBOD, 12x1TB SATA-	DHSIFRE-1005DAA615			±	\$3,019.75				
DHS0908-01	2130, 2-IOM, JBOD, 12x1TB SATA-	DHSIFRE-1005DAA62E			±	\$3,019.75				
CBL-FC-MLC-MLC-R05	Cable,FC,MLC-MLC,5 M,R				4	\$0.00				
FHDW017-02	Rack Mount Kit, Shelf, Short,				3	\$0.00				

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	(2) 2/1/15-1/31/16 Maint Amt	(3) 1/31/16-1/31/17 Maint Amt	1/31/17 - 1/31/18 Maint Amt	1/31/18 - 1/31/19 Maint Amt
QLE2462-CK	QLogic SANblade QLE2462 - PCIe	LFC0930372947			±	\$533.61				
QLE2462-CK	QLogic SANblade QLE2462 - PCIe	LFC0930373395			±	\$533.61				
TL2000-TLR003	Tape Library, Dell TL2000-LTO4	FR0W331			±	\$0.00				
DELL-MTOP780-S001	Dell Optiplex 780	22HXGQ1			1	\$181.91	\$424.00	\$446.00	\$468.00	\$491.00
317-2595	2GB DDR3 Non-ECC SDRAM,1066MHz, (2 DIMM) for Dell 7				1	\$0.00				
DELL-FP17-A	Dell 17 Flat Panel Monitor	74445-13C-BSGU			1	\$92.61	\$101.00	\$107.00	\$112.00	\$117.00
Dell-PVMD3600i-SAN-S003*	PowerVault MD3600i with MD1200 Expansion Enclosure				1		n/a	n/a	n/a	n/a
Dell-PVMD3600i-SAN-S001*	PowerVault MD3600i with MD1220 Expansion Enclosure				1		n/a	n/a	n/a	n/a
DELL-PVTL4000-LTO5*	DELL-PVTL4000-LTO5, 4 Tape Drive, 24 Slot				1		n/a	n/a	n/a	n/a
Dell-R720-R009*	PowerEdge R720 (Rack)				1		n/a	n/a	n/a	n/a
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-	61345DE1073	9/21/2004	6/20/2005	±	\$1,958.04				
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-	6132YDC1473	11/3/2003	2/3/2004	±	\$1,958.04				
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-	6132YDC1478	11/3/2003	2/3/2004	±	\$1,958.04				
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-				-±					
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-				-±					
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-				-±					
EH-850-1000	Adrenaline 850S SCSI Wide Adap-				3	\$312.00				
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-	6134ZDE1374	7/29/2005	10/29/2005	±	\$1,958.04				
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-	61352DE1059	7/29/2005	10/29/2005	±	\$1,958.04				
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-				-±					
KV-S2065W	Panasonic,SCANNER, 65PPM-DUPLE-				-±					
KV-S4065CW-V	Scanners-Panasonic V Color Scanners 65ppm/130ipm,VRS				4	\$1,637.00	\$6,875.00	\$7,219.00	\$7,580.00	\$7,959.00
EH-850-1000	Adrenaline 850S SCSI Wide Adap-				2	\$312.00				
KV-S3065CW	Panasonic 65ppm Duplex Scanner	74798MB1242			1	\$1,431.05	\$1,675.00	\$1,758.00	\$1,846.00	\$1,939.00
KV-S3065CW	Panasonic 65ppm Duplex Scanner	74798MB1263			1	\$1,431.05	\$1,675.00	\$1,758.00	\$1,846.00	\$1,939.00
KV-S3065CW	Panasonic 65ppm Duplex Scanner	74798MB1226			1	\$1,431.05	\$1,675.00	\$1,758.00	\$1,846.00	\$1,939.00
KV-S3065CW	SCANNER - Panasonic KV-S3065CW (62 ppm)	74712MC1040			1	\$1,431.05	\$1,675.00	\$1,758.00	\$1,846.00	\$1,939.00
DELL-GX280-BA	Dell-Optiplex GX280-Small-Form-	35M3221			±	\$132.30				
DELL-GX280-BA	Dell-Optiplex GX280-Small-Form-	84FBY41			±	\$132.30				
7260-9260-9898	Optiplex GX260-Small-Mini-Towe-	BQM3221			±	\$176.40				
TL2000-TLR001	TAPE Library - Dell PowerVault	32W73C1			1	\$930.51	n/a	n/a	n/a	n/a
202162-000	Rack Mount Accessory Kit - 10	65562			1	\$0.00				
Monthly Upcharge	Non-annual billing charge - monthly billings									
SUPP.EXT	EXTENDED SOFTWARE SUPPORT				1	\$2,260.13	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00
OBIPW1	Multi-User Database License				1	\$1,027.53	\$1,050.00	\$1,103.00	\$1,158.00	\$1,216.00
CLIPW1	COLD Processing				1	\$2,053.96	\$2,100.00	\$2,205.00	\$2,315.00	\$2,431.00
DIIPW1	Production Document Imaging (F				1	\$1,027.53	\$1,050.00	\$1,103.00	\$1,158.00	\$1,216.00
DIIPW2	Production Document Imaging (A				7	\$411.23	\$2,940.00	\$3,087.00	\$3,241.00	\$3,403.00
ACIPW1-A	Automated CD Authoring				1	\$821.36	\$840.00	\$882.00	\$926.00	\$972.00
RPiPW1	WFS Remittance Processor				1	\$2,053.96	\$4,200.00	\$4,410.00	\$4,631.00	\$4,862.00
WFIPD1	Workflow Departmental Server				1	\$2,053.96	\$2,100.00	\$2,205.00	\$2,315.00	\$2,431.00
WFIPW1	Workflow Workstation Client				41	\$102.53	\$4,305.00	\$4,520.00	\$4,746.00	\$4,984.00
WFIPC1	Workflow Concurrent Client				10	\$205.06	\$2,100.00	\$2,205.00	\$2,315.00	\$2,431.00
WTIPW1	IMS Browser				1	\$2,053.96	\$2,100.00	\$2,205.00	\$2,315.00	\$2,431.00
CTIPW1	Workstation Client (1-100) ea				33	\$123.48	\$4,158.00	\$4,366.00	\$4,584.00	\$4,813.00
CTIPC1	Concurrent Client (1-100) Each				84	\$246.96	\$21,168.00	\$22,226.00	\$23,338.00	\$24,505.00
AEIP11	Application Enabler				1	\$3,081.49	\$3,150.00	\$3,308.00	\$3,473.00	\$3,647.00
FMIP11	E-Forms				1	\$2,053.96	\$2,100.00	\$2,205.00	\$2,315.00	\$2,431.00
PTIPC1	Virtual Print Driver				1	\$1,027.53	\$1,050.00	\$1,103.00	\$1,158.00	\$1,216.00
WSIP11	Web Services Toolkit				1	\$2,053.96	\$2,100.00	\$2,205.00	\$2,315.00	\$2,431.00
APIPQ3	Query API (Initial 500 queries				1	\$2,053.96	\$2,100.00	\$2,205.00	\$2,315.00	\$2,431.00
APIPQ4	API Retrievals-Additional Bloc				1	\$1,642.73	\$1,680.00	\$1,764.00	\$1,852.00	\$1,945.00
RPIPI1	HYLAND Report Services				1	\$1,027.53	\$1,050.00	\$1,103.00	\$1,158.00	\$1,216.00
OBAVCHECK	Advanced Check Imaging License				1	\$7,189.40	\$7,350.00	\$7,718.00	\$8,103.00	\$8,509.00
DPIPW1	Document Import Processor				1	\$992.25	\$1,050.00	\$1,103.00	\$1,158.00	\$1,216.00
DIIPW2	Production Document Imaging (Additional Stations)				1	\$396.90	\$420.00	\$441.00	\$463.00	\$486.00

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	(2) 2/1/15-1/31/16 Maint Amt	(3) 1/31/16-1/31/17 Maint Amt	1/31/17 - 1/31/18 Maint Amt	1/31/18 - 1/31/19 Maint Amt
CTIPN1	Named User Client (1-100)				1	\$119.07	\$126.00	\$132.00	\$139.00	\$146.00
SW-PATH3-21S	5ANpath 3.2 Software - First 5-				±	\$1,765.10				
SW-SCAPE2.4-1S	5ANscape 2.4 - One Server				±	\$88.20				
BABWBR1250W00	ARCserve-Backup for Windows R1-				±	\$163.17				
BABWBR1250W09	ARCserve-Backup R12.5 - Open F-				±	\$167.58				
BABWBR1250W01C4	ARCserve-Backup R12.5 - Tape L-				±	\$206.17				
CAABFSS1250W00C4	ARCserve-Backup R12.5 Fileserv-				±	\$329.65				
BABWBR1250W17	ARCserve-Backup R12.5 - SQL Ag-				±	\$205.07				
3239-F670	XP Professional				±	\$36.38	n/a	n/a	n/a	n/a
3239-F670	XP Professional				5	\$36.38	n/a	n/a	n/a	n/a
3519-F820	Windows Server 2003 R2 Standar				1	\$281.14	n/a	n/a	n/a	n/a
228-09470	Open SQL Server 2008 Standard				2	\$1,472.94	n/a	n/a	n/a	n/a
VP-W004-00U1	Kofax VRS Software - VRS 4.x P				3	\$415.64	\$1,349.00	\$1,417.00	\$1,488.00	\$1,562.00
410-01-000003-06-00	IMS Premium Database Service				1	\$6,526.80	\$5,920.00	\$5,920.00	\$5,920.00	\$5,920.00
WINZIP	WinZIP				1	\$9.92	\$11.00	\$12.00	\$12.00	\$13.00
PC-ANYWHERE32	SOFTWARE, PC-ANYWHERE 32 V.11				1	\$59.54	\$65.00	\$68.00	\$72.00	\$75.00
INET-CLNT	I-net Support Client				1	\$0.00				
511-WFES-SAFE-ESC	Safe Escrow Account				1	\$771.75	\$803.00	\$843.00	\$885.00	\$929.00
3241-F670	XP Professional				2	\$35.28				
3529-F820	Windows Server 2003 R2, Standa				1	\$283.34	n/a	n/a	n/a	n/a
VP-W004-00S1	VRS 4.0 for SCSI workgroups A				2	\$415.64	\$900.00	\$945.00	\$992.00	\$1,041.00
421-1479	Genuine Windows® 7 Professional, with Media, 32-bit				1	\$23.27	\$26.00	\$28.00	\$29.00	\$31.00
VP-W004-00U1	VRS 4.x Pro USB/FW Workgroup				1	\$282.00	\$311.00	\$326.00	\$343.00	\$360.00
UNIP11	Unity Client Server				1	\$ 2,000	\$ 2,100	\$ 2,205	\$ -	\$ -
UIIP11	Unity Integration Toolkit				1	\$ 2,000	\$ 2,100	\$ 2,205	\$ -	\$ -
410-02-000050-11-01	Web Enabler				1	\$ -	\$ -	\$ -	\$ -	\$ -
BABWBR1650W01C4	CA ARCserve Backup for Windows Tape Library Option r16.5				1	\$ 211	\$ 222	\$ 233	\$ -	\$ -
BABWBR1650W00	CA ARCserve Backup for Windows r16.5				1	\$ 155	\$ 163	\$ 171	\$ -	\$ -
BABWBR1650W09C4	CA ARCserve Backup Agent for Open Files on Windows r16.5				1	\$ 168	\$ 176	\$ 185	\$ -	\$ -
							\$100,283.00	\$104,916.05	\$104,526.00	\$109,373.00

*Pre-Paid 5 year Pro Support coverage through Dell (24 x7).

	Year 2	Year 3	Year 3	Year 3
IMS Hardware Total	\$14,100.00	\$14,804.00	\$15,544.00	\$16,323.00
IMS Software Total	\$86,183.00	\$90,112.05	\$88,982.00	\$93,050.00
Total IMS Maintenance	\$100,283.00	\$104,916.05	\$104,526.00	\$109,373.00
Less 2% Multi-Yr SW Discount	(1,723.66)	(1,802.24)	0.00	0.00
Total IMS Maintenance	\$98,559.34	\$103,113.81	\$104,526.00	\$109,373.00

B. Remittance Processing System (RPS)

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	(2) 2/1/15-1/31/16 Maint Amt	(3) 1/31/16-1/31/17 Maint Amt	1/31/17 - 1/31/18 Maint Amt	1/31/18 - 1/31/19 Maint Amt
Monthly Upcharge	Non-annual billing charge - monthly billings									
EXT.HW	EXTENDED HW COVERAGE	APR/DEC 7X24 CHG			1	\$2,009.86	\$1,927.32	\$2,024.88	\$2,130.40	\$2,231.76
21610-D	PROC:STANDUP CONSOLE	512462573	4/24/2010	7/23/2010	1	\$13,214.57	\$14,152.00	\$14,859.00	\$15,602.00	\$16,382.00
21610-D	PROC:STANDUP CONSOLE	512462581	4/24/2010	7/23/2010	1	\$13,214.57	\$14,152.00	\$14,859.00	\$15,602.00	\$16,382.00
21600-URF	STR CMP, UNISYS, SYS:Upstream	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-URF	STR CMP, UNISYS, SYS:Upstream	512462581	4/24/2010	7/25/2010	1	\$0.00				
21610-PES	ENCODER:USA 600dpm E13B	512372186	4/24/2010	7/25/2010	1	\$4,772.72				
21610-PES	ENCODER:USA 600dpm E13B	512372194	4/24/2010	7/25/2010	1	\$4,772.72				
21610-PES	ENCODER:USA 600dpm E13B	512372186			-1					
21610-PES	ENCODER:USA 600dpm E13B	512372194			-1					
21600-URI	SYS:UPSTREAM REAR IMAGE	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-URI	SYS:UPSTREAM REAR IMAGE	512462581	4/24/2010	7/25/2010	1	\$0.00				
21600-UJR	STR CMP, UNISYS, ACC: Upstream	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-UJR	STR CMP, UNISYS, ACC: Upstream	512462581	4/24/2010	7/25/2010	1	\$0.00				
21600-UF1	SYS:UPSTREAM FRONT IMAGE	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-UF1	SYS:UPSTREAM FRONT IMAGE	512462581	4/24/2010	7/25/2010	1	\$0.00				

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	(2) 2/1/15-1/31/16 Maint Amt	(3) 1/31/16-1/31/17 Maint Amt	1/31/17 - 1/31/18 Maint Amt	1/31/18 - 1/31/19 Maint Amt
21600-UCR	STR CMP, UNISYS, SYS: Upstream	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-UCR	STR CMP, UNISYS, SYS: Upstream	512462581	4/24/2010	7/25/2010	1	\$0.00				
21600-UCF	STR CMP, UNISYS, SYS:Upstream	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-UCF	STR CMP, UNISYS, SYS:Upstream	512462581	4/24/2010	7/25/2010	1	\$0.00				
21600-2FE	FEEDER:SECONDARY MERGE FEEDER	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-2FE	FEEDER:SECONDARY MERGE FEEDER	512462581	4/24/2010	7/25/2010	1	\$0.00				
21600-EME	LS ENCODER: E13B MICR	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-EME	LS ENCODER: E13B MICR	512462581	4/24/2010	7/25/2010	1	\$0.00				
21600-LCH	Feeder:Large Capacity Hopper	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-LCH	Feeder:Large Capacity Hopper	512462581	4/24/2010	7/25/2010	1	\$0.00				
21600-RMN	Rear Inkjet Endorser	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-RMN	Rear Inkjet Endorser	512462581	4/24/2010	7/25/2010	1	\$0.00				
21600-MCR	READER:E13B/CMC7 MICR AU	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-MCR	READER:E13B/CMC7 MICR AU	512462581	4/24/2010	7/25/2010	1	\$0.00				
21610-SSE	STACKER: 12 POCKETS	512389412	4/24/2010	7/25/2010	1	\$0.00				
21610-SSE	STACKER: 12 POCKETS	512389420	4/24/2010	7/25/2010	1	\$0.00				
21600-TCP	Transport Controller Interface	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-TCP	Transport Controller Interface	512462581	4/24/2010	7/25/2010	1	\$0.00				
21600-FPT	TOUCH PANEL DISPLAY	512462573	4/24/2010	7/25/2010	1	\$0.00				
21600-FPT	TOUCH PANEL DISPLAY	512462581	4/24/2010	7/25/2010	1	\$0.00				
NDP9999-UTB	Track controller	CX1T9K1			1	\$277.83	n/a	n/a	n/a	n/a
NDP9999-UTB	Track controller	237NTJ1			1	\$277.83	n/a	n/a	n/a	n/a
EXT.HW	EXTENDED HW COVERAGE	APR/DEC 7X24 HW CHG			1	\$534.71	\$42.00	\$44.00	\$46.00	\$49.00
NCR-3241-S001	PC, NCR, 3241 Workstation (DELL)	HD9R971	11/16/2005	11/16/2006	1	\$216.09	n/a	n/a	n/a	n/a
3498-2625-8090	DELL E773S Monitor	MXOC6058476054C6B 7TM	11/16/2005	11/16/2006	1	\$94.82	n/a	n/a	n/a	n/a
3498-2414-8090	DELL E773S Monitor	MXOY135247605431B7 JO	1/14/2005	1/15/2008	1	\$94.82	n/a	n/a	n/a	n/a
3498-2414-8090	Monitor 17" Color CRT (DELL)	MXOY13524760549MB MG4	1/14/2005	1/15/2008	1	\$94.82	n/a	n/a	n/a	n/a
3498-2414-8090	Monitor 17" Color CRT (NCR)	CNOY1352476094ADF UFE	1/14/2005	1/15/2008	1	\$94.82	n/a	n/a	n/a	n/a
3498-2390-8090	19" COL.26MMDP,TC095	9034023307	8/1/2000	8/1/2003	1	\$143.33	n/a	n/a	n/a	n/a
3498-2390-8090	19" COL.26MMDP,TC095	9034023535	8/1/2000	8/1/2003	1	\$143.33	n/a	n/a	n/a	n/a
3498-2390-8090	19" COL.26MMDP,TC095	FC3640477	8/1/2000	8/1/2003	1	\$143.33	n/a	n/a	n/a	n/a
3498-2390-8090	19" COL.26MMDP,TC095	9034023169	8/1/2000	8/1/2003	1	\$143.33	n/a	n/a	n/a	n/a
3498-2390-8090	19" COL.26MMDP,TC095	9034023806	8/1/2000	8/1/2003	1	\$143.33	n/a	n/a	n/a	n/a
3498-2390-8090	19" COL.26MMDP,TC095	L6A9PHA24901803	8/1/2000	8/1/2003	1	\$143.33	n/a	n/a	n/a	n/a
3498-2390-8090	19" COL.26MMDP,TC095	L6A9PHA24901915	8/1/2000	8/1/2003	1	\$143.33	n/a	n/a	n/a	n/a
3498-2390-8090	19" COL.26MMDP,TC095	S6A90HD96300960	8/1/2000	8/1/2003	1	\$143.33	n/a	n/a	n/a	n/a
3498-2390-8090	19" COL.26MMDP,TC095	9034023304	8/1/2000	8/1/2003	1	\$143.33	n/a	n/a	n/a	n/a
3498-2390-8090	19" COL.26MMDP,TC095	L6A9PHA17901899	8/1/2000	8/1/2003	1	\$143.33	n/a	n/a	n/a	n/a
3498-2390-8090	19" COL.26MMDP,TC095	9034023083	8/1/2000	8/1/2003	1	\$143.33	n/a	n/a	n/a	n/a
3498-2390-8090	19" COL.26MMDP,TC095	L6A9PHA24901928	8/1/2000	8/1/2003	1	\$143.33	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation (DELL)	7KP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	7JP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	5JP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	3KP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	8KP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	1GP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	GJP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	1LP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	2LP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	CJP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	BJP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	9KP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation	HJP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation (DELL)	FGP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation (DELL)	JJP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
3498-2414-8090	Monitor 17" Color CRT (DELL)	MXOY13524760549MB MGQ	1/14/2005	1/15/2008	1	\$94.82	n/a	n/a	n/a	n/a
3498-2414-8090	Monitor 17" Color CRT (DELL)	MXOY13524760549MB MBW	1/14/2005	1/15/2008	1	\$94.82	n/a	n/a	n/a	n/a
NCR-3241-S001	PC, NCR, 3241 Workstation (DELL)	5GP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	(2) 2/1/15-1/31/16 Maint Amt	(3) 1/31/16-1/31/17 Maint Amt	1/31/17 - 1/31/18 Maint Amt	1/31/18 - 1/31/19 Maint Amt
NCR-3241-S001	PC, NCR, 3241 Workstation (DELL)	9GP6V51	1/14/2005	1/15/2008	1	\$216.09	n/a	n/a	n/a	n/a
3498-2414-8090	Monitor 17" Color CRT (NCR)	S100304/0030	1/14/2005	1/15/2008	1	\$94.82	n/a	n/a	n/a	n/a
3498-2414-8090	Monitor 17" Color CRT (NCR)	S090512/1361	1/14/2005	1/15/2008	1	\$94.82	n/a	n/a	n/a	n/a
EXT.WARR	Extended Warranty	RPS AP FILE SERVERS			2	\$0.00	n/a	n/a	n/a	n/a
3538-000-8090	NCR 3538 Dual socket 2U rack s (DELL PowerEdge R710)	H77JLL1	4/24/2010	4/23/2013	1	\$412.00	n/a	n/a	n/a	n/a
3538-000-8090	NCR 3538 Dual socket 2U rack s (DELL PowerEdge R710)	J77JLL1	4/24/2010	4/23/2013	1	\$412.00	n/a	n/a	n/a	n/a
3538-F001	Single Processor Only				2	\$0.00				
3538-F002	Performance BIOS Setting				2	\$0.00				
3538-F005	Riser with 2 PCIe x8 + 2 PCIe				2	\$0.00				
3538-F016	Intel Xeon X5550, 2.66Ghz, 8M				2	\$0.00				
3538-F101	4GB Memory (2x2GB), 1066MHz DR				2	\$0.00				
3538-F251	PERC 6/i SAS RAID Controller,				2	\$0.00				
3538-F283	RAID 5 for PERC 6/i Controller				2	\$0.00				
3538-F332	146GB 10K RPM SAS 2.5" Hot Plu				16	\$0.00				
3538-F370	Dual 2-Port Embed Broadcom 570				2	\$0.00				
3538-F375	Intel PRO 1000PT 1GBE Dual Por				2	\$0.00				
3538-F461	Keyboard and Optical Mouse, US				2	\$0.00				
3538-F595	DVD+/-RW, SATA, Internal				2	\$0.00				
3538-F619	High Output Power Supply, Redu				2	\$0.00				
3538-F621	x8 Chassis for Up to Eight 2.5				2	\$0.00				
3538-F625	PowerEdge R710				2	\$0.00				
3538-F630	Bezel				2	\$0.00				
3538-F750	NEMA 5-15P to C14 WallPlug,125				2	\$0.00				
3538-F950	NCR OEM 3538 Platform, CFI#792				2	\$0.00				
3538-K561	1.44MB USB Floppy Drive, Exter				2	\$0.00				
EXT.WARR	Extended Warranty	RPS IQA STATION			1	\$0.00				
NCR-3256-S001	NCR 3256 Minitorwork Station	6B7WKG1	4/24/2010	4/23/2013	1	\$169.00	\$232.00	\$243.00	\$255.00	\$268.00
3256-F596	16X DVD-ROM	6B7WKG1	4/24/2010	4/23/2013	1	\$0.00				
3498-1708-8090	17 UltraSharp Flat Panel LCD M	CNOG434H7161886LRJVF	4/24/2010	4/23/2013	1	\$0.00	\$103.00	\$108.00	\$113.00	\$119.00
341-4963	Dell Single Channel ultra 320	81168			1	\$38.59	\$42.00	\$44.00	\$46.00	\$48.00
7430-0631-6082	Lexmark Printer 30ppm T630N	9922PBP	1/14/2005	4/16/2005	1	\$525.89	n/a	n/a	n/a	n/a
7430-0631-6082	Lexmark Printer 30ppm T630N	9922PBD	1/14/2005	4/16/2005	1	\$525.89	n/a	n/a	n/a	n/a
30G0100	Lexmark T 650n - printer	793RRFR			1	\$203.96	\$405.00	\$425.00	\$446.00	\$468.00
SUPP.EXT	EXTENDED SOFTWARE SUPPORT				1	\$3,252.38	\$3,250.00	\$3,250.00	\$3,250.00	\$3,250.00
7780IMAGE	7780 2 Pass Remittance Softwar				1	\$10,494.70	\$11,460.00	\$12,034.00	\$12,635.00	\$13,267.00
7780IMAGE-ADD	2 Pass Remittance Software - A				1	\$5,713.00	\$6,880.00	\$7,224.00	\$7,585.00	\$7,964.00
RPSX-SERT-0030	ImageRPS Servr(NT) 1-30 Usrs				1	\$5,466.00				
IDTIMAGE-10	ImageRPS (IDT) S/W 1-10 Usrs				10	\$1,576.57	\$17,221.00	\$18,082.00	\$18,986.00	\$19,936.00
IDTIMAGE-20	ImageRPS (IDT) S/W 11-20 Usrs				6	\$1,576.57	\$10,333.00	\$10,849.00	\$11,392.00	\$11,961.00
7780IMAGEOCR-HS	Image RPS 7780 OCR S/W				2	\$2,100.26	\$9,175.00	\$9,634.00	\$10,115.00	\$10,621.00
7780IMAGEOCR-HS	Image RPS 7780 OCR S/W				1	\$3,810.00				
IMGARC	ImageRPS Archive Base				1	\$3,150.95	\$3,441.00	\$3,613.00	\$3,794.00	\$3,983.00
IMGARCCONCUR	1 User Archive Research & Retr				20	\$524.79	\$11,466.00	\$12,039.00	\$12,641.00	\$13,273.00
IMGARCCSERV	Web Archive(1license per web s				1	\$524.79	\$573.00	\$602.00	\$632.00	\$664.00
GRAYSCRECO	Gray Scale Recognition Sftware				2	\$11,964.33	\$26,131.00	\$27,438.00	\$28,810.00	\$30,250.00
RPSX-FPRO-FMAT	FoxPro Reformatter				1	\$1,051.79	\$1,149.00	\$1,206.00	\$1,267.00	\$1,330.00
TRANINT-CLASS1.75-04	Opex 3600 Interface Unit 1				1	\$2,548.98	\$2,784.00	\$2,923.00	\$3,069.00	\$3,223.00
TRANINT-CLASS1.75-ADD	Opex 3600 Interface Unit2+				1	\$1,503.27	\$1,672.00	\$1,756.00	\$1,844.00	\$1,936.00
310-RPSWAIQA-07	IMAGERPS Image Quality Assuran				1	\$1,961.35				
310-RPSWAIQA-07	IMAGERPS Image Quality Assuran				1	(\$988.74)				
356-OEC-0025-08	Optima3 ImageRPS Electronic CI				1	\$2,094.75	\$2,267.00	\$2,380.00	\$2,499.00	\$2,624.00
RPS-PDB-WKG-ADD-K	ImageRPS Workgroup DB - Add'l.				1	\$185.00				
LAR-RECO-1MIL-ADD	LAR One Million ticks - Additi				3	\$1,443.17	\$4,730.00	\$4,966.00	\$5,215.00	\$5,475.00
21600-TNT	CAPI				1	\$750.80	n/a	n/a	n/a	n/a
NDP9999-TPX	Windows XP Software TC				2	\$445.41	n/a	n/a	n/a	n/a
892455	PCAnywhere32				11	\$54.00				
892455	PCAnywhere32				11	(\$654.89)				
3241-F670	XP Professional				20	\$35.28	n/a	n/a	n/a	n/a
3241-F670	XP Professional				1	\$35.28	n/a	n/a	n/a	n/a
3256-F679	Vista Premium Downgrade (310-9	6B7WKG1			1	\$0.00	n/a	n/a	n/a	n/a

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	(2) 2/1/15-1/31/16 Maint Amt	(3) 1/31/16-1/31/17 Maint Amt	1/31/17 - 1/31/18 Maint Amt	1/31/18 - 1/31/19 Maint Amt
3256-F690	Windows XP pro SP3 w/vista bus	6B7WGK1			1	\$39.69	n/a	n/a	n/a	n/a
3538-F820	WinSvr 2003,Std Ed,Includes5CA	H77JJL1			1	\$273.42	n/a	n/a	n/a	n/a
3538-F820	WinSvr 2003,Std Ed,Includes5CA	J77JJL1			1	\$273.42	n/a	n/a	n/a	n/a
458290	Windows Server 2003-License -				1	\$183.02	n/a	n/a	n/a	n/a
SCRN-SCRIP	Screen Scrape				1	\$4,049.48	\$4,380.00	\$4,599.00	\$4,829.00	\$5,071.00
511-CUST-WFSC-CPWM	Custom Programming Hourly - Wi				20	\$40.00		\$0.00		
WINZIP	WinZIP				1	\$9.92	\$11.00	\$12.00	\$12.00	\$13.00
PC-ANYWHERE32	SOFTWARE, PC-ANYWHERE 32 V.11				4	\$59.54				
736685	Software, Visual FoxPro, v9				1	\$135.61	n/a	n/a	n/a	n/a
BABWBR1250W22	ARCserve Backup R12.5 - Client				1	\$163.17	n/a	n/a	n/a	n/a
BABWBR1250W00	ARCserve Backup for Windows R1				2	\$163.17	n/a	n/a	n/a	n/a
BABWBR1250W09	ARCserve Backup R12.5 - Open F				1	\$167.58	n/a	n/a	n/a	n/a
BABWBR1250W01C4	ARCserve Backup R12.5 - Tape L				1	\$125.51	n/a	n/a	n/a	n/a
RPSARC-0065-08	RPS ARC Module >6,500,001				1	\$5,039.53	\$5,721.00	\$6,007.00	\$6,307.00	\$6,623.00
EPICWARE-0240*	EPICWARE Annual Fee				1	\$10,264.28	\$12,367.00	\$13,356.00	\$14,425.00	\$15,579.00
21600-TNT	CAPI				1	\$750.80	n/a	n/a	n/a	n/a
RPS-PDBV10-5-07	ImageRPS Workgroup DB- 5 User				1	\$1,817.00	\$2,003.00	\$2,103.00	\$2,209.00	\$2,319.00
RPS-PDDBV10-WKG-ADD-07	ImageRPS Workgroup DB-Addl User				28	\$157.00	\$4,847.00	\$5,089.00	\$5,343.00	\$5,611.00
356-CUST-WFSC-CPSM	Custom Programming w/Maint				19	\$0.08	\$838.00	\$880.00	\$924.00	\$970.00
IDTIMAGE+-20-08	ImageRPS Workstation Software				1	\$1,384.00	\$1,526.00	\$1,602.00	\$1,682.00	\$1,766.00
Monthly Upcharge	Non-annual billing charge - monthly billings									
21600-TCP	Transport Controller Interface Board				2	\$ 150	\$ 330	\$ 347	\$ -	\$ -
Dell-R720-R009*	Dell PowerEdge R720 (Rack)				1		n/a	n/a	n/a	n/a
NDP9999-UTC	WRKST COMBINED UPSTREAM TRACK&ICS				2	\$ 351	\$ 772	\$ 811	\$ -	\$ -
21600-LTNU7	MS Win 7 Capi SW Update 600dpm				2	\$ 1,200	\$ 2,640	\$ 2,772	\$ -	\$ -
NDP9999-TP7	Windows 7 for Track Controller				2	\$ 305	\$ 641	\$ 673	\$ 706	\$ 741
30G0107	Lexmark T650dtn Network Ready Laser Printer				1	\$ 278	\$ 306	\$ 321	\$ -	\$ -
WS-C2960-48TT-L	Cisco Catalyst 2960 48 Port 10/100 Ethernet Switch				1	\$ 386	\$ 425	\$ 446	\$ -	\$ -
TRANINT-CLASS1.75-ADD-08	Opex 36xx Interface Unit 2+				2	\$ 1,200	\$ 2,640	\$ 2,772	\$ -	\$ -
RPS-PAPPSREGBUN-ENT-10	AppServer Enterprise 5 user license bundle - Registered				1	\$ 110	\$ 116	\$ 122	\$ -	\$ -
RPS-PAPPSREGIND-ENT-10	AppServer Enterprise 1 user license - Registered				35	\$ 22	\$ 809	\$ 849	\$ -	\$ -
RPS-PDBV11-ENT-5-13	ImageRPS Enterprise Database - 5 User				1	\$ 1,143	\$ 1,200	\$ 1,260	\$ -	\$ -
RPS-PDBV11-ENT-ADD-13	ImageRPS Enterprise Database - Additional User				35	\$ 139	\$ 5,108	\$ 5,363	\$ -	\$ -
RPS-PTDE-12	Progress Transparent Data Encryption				40	\$ 29	\$ 1,218	\$ 1,279	\$ -	\$ -
310-MAVROCUSMOD-12-415	Mavro Custom Module				1	\$ 8,300	\$ 8,715	\$ 9,151	\$ -	\$ -
BABWBR1650W22	CA ARCserve Backup Client Agent for Windows r16.5				2	\$ 79	\$ 166	\$ 174	\$ -	\$ -
BABWBR1650W00	CA ARCserve Backup for Windows r16.5				1	\$ 155	\$ 163	\$ 171	\$ -	\$ -
BABWBR1650W09C4	CA ARCserve Backup Agent for Open Files on Windows r16.5				1	\$ 168	\$ 176	\$ 185	\$ -	\$ -
1234838-1600	Orbograph Accura XV™				1	\$ 3,017	\$ 3,168	\$ 3,326	\$ -	\$ -
310-01-000001-10-00	ImageRPS SQL Reformatter Basic Database Service				1	\$ 1,850	\$ 1,850	\$ 1,850	\$ 1,850	\$ 1,850
							\$205,723.32	\$216,124.03	\$196,261.40	\$206,248.06
							Year 2	Year 3	Year 4	Year 5
RPS Hardware Total							\$32,888.32	\$34,532.03	\$34,240.40	\$35,947.76
RPS Software Total							\$172,835.00	\$181,592.00	\$162,021.00	\$170,300.30
Subtotal RPS Maintenance							\$205,723.32	\$216,124.03	\$196,261.40	\$206,248.06
Less 2% Multi-Yr SW Discount							(3,456.70)	(3,631.84)	0.00	0.00
Total RPS Maintenance							\$202,266.62	\$212,492.19	\$196,261.40	\$206,248.06

Termination Fee Summary
3 Year Estimated Maintenance Projection for
County of Los Angeles L038
Support Summary:
Extended Software Support, 24x7, Holidays Included
Extended Hardware Support

3 - Year Software Support Agreement		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
Hardware Total		\$ 56,498	\$ 46,988	\$ 49,336	\$ 51,806	\$ 54,393	\$ 152,823
Software Total		\$ 250,575	\$ 259,018	\$ 271,704	\$ 285,048	\$ 299,098	\$ 781,297
Software Multi Year Discount	2%	(5,012)	(5,180)	(5,434)	\$ -	\$ -	(15,626)
Total Multi year Discount Maintenance		\$ 302,062	\$ 300,826	\$ 315,606	\$ 336,854	\$ 353,491	\$ 918,494
Total Savings		\$ (15,626)					

3 - Year Early Cancellation Fee		<u>Month 1</u>	<u>Month 2</u>	<u>Month 3</u>	<u>Month 4</u>	<u>Month 5</u>	<u>Month 6</u>	<u>Month 7</u>	<u>Month 8</u>	<u>Month 9</u>	<u>Month 10</u>	<u>Month 11</u>	<u>Month 12</u>
Year 1		\$ 77,041	\$ 77,041	\$ 77,041	\$ 77,041	\$ 77,041	\$ 77,041	\$ 77,041	\$ 77,041	\$ 77,041	\$ 77,041	\$ 77,041	\$ 77,041
Year 2		\$ 71,816	\$ 71,816	\$ 71,816	\$ 71,816	\$ 71,816	\$ 71,816	\$ 71,816	\$ 71,816	\$ 71,816	\$ 71,816	\$ 71,816	\$ 71,816
Year 3		\$ 69,642	\$ 69,642	\$ 69,642	\$ 69,642	\$ 69,642	\$ 69,642	\$ 69,642	\$ 69,642	\$ 69,642	\$ 69,642	\$ 69,642	\$ 69,642

***The support fees and cancellation fees set forth in this Exhibit are estimates. They are subject to change depending on the actual configuration of hardware and software under support.

***For the number calculations, the cents are rounded to the nearest dollar amount.

***Multiyear contract with annual payment terms

***Early cancellation fee is a sliding scale that starts with the total maintenance discount for the multiyear term and decreases each year based on the annual discount remaining, plus a 20% early cancellation fee on the current years hardware and software maintenance.

***Annual totals do not include applicable sales taxes.

***Although this exhibit may show proposed changes to existing hardware and software, it is the client's responsibility to notify Wausau, in writing, of any existing hardware or software they want removed from their support contract.